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July 9, 2012

Ms. Jocelyn Boyd
Chief Clerk and Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Interconnection Agreement between Frontier Communications of
America, Inc. and Horry Telephone Cooperative, Inc. Adopted
Pursuant to Section 252(i) of the Telecommunications Act of 1996
Docket No. 2012-266-C

Dear Ms. Boyd:

I am writing in response to the filing made on behalf of Frontier Communications of America, Inc. ("Frontier") regarding the adoption of an interconnection agreement with Horry Telephone Cooperative, Inc. ("HTC") and Time Warner Cable Information Service (South Carolina), LLC ("TWCIS"). As stated in the filing, Frontier would like to adopt the existing interconnection agreement between HTC and TWCIS that was approved by the Public Service Commission of South Carolina ("Commission") on March 2, 2011 in Docket No. 2006-197-C ("TWCIS ICA"). The cover letter of the filing was dated June 26, 2012, and the filing was made on July 2, 2012.

The reason for this response is to clarify and correct some statements made in a letter that was sent to my client on July 2, 2012, which is attached as part of Exhibit 2 to the filing, and which appears to provide the justification for the filing. The letter states in part: "[W]e contacted your legal counsel and asked for HTC to enter into an Adoption Agreement under Section 252(i) of the Federal Communications Act which was declined." That is not my recollection of my call with Frontier's counsel.

On the afternoon of June 27, 2012, Ms. Hill called to inquire about the status of Frontier's request to adopt the TWCIS ICA. I called my client to discuss the matter and returned Ms. Hill's call on June 28, 2012. I explained to Ms. Hill

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that, in response to Frontier's request to adopt the TWCIS ICA (and a prior request to port numbers in the absence of an agreement), HTC offered to provide an updated agreement that would include changes in law as a result of the FCC's recent order implementing comprehensive intercarrier compensation reforms. Frontier had responded to HTC's offer by asking that the proposed updated agreement be sent to Frontier not later than May 15, 2012. HTC provided the updated agreement on May 15, 2012. As I explained to Ms. Hill, HTC has not heard anything from Frontier in the six weeks since. I did not "decline" on behalf of HTC to allow Frontier to adopt the TWCIS ICA. I did, however, ask Ms. Hill to find out from her client whether they had any questions or concerns with the proposed agreement HTC had sent to them more than 6 weeks prior. As I told Ms. Hill, it did not make sense to me or to my client to have Frontier adopt an agreement that was already outdated. We discussed the possibility of having a call to address any questions or concerns Frontier might have. My understanding was that Ms. Hill would get back to me to let me know if Frontier had any concerns with the updated agreement offered by HTC. I did not receive a call back, but instead received a copy of Frontier's request filed with the Commission to adopt the TWCIS ICA.

Having said that, while HTC obviously believes it would make more sense and be more expedient to enter into an agreement that comports with current law, if Frontier does not wish to do so, Frontier is welcome to adopt the TWCIS ICA as is. Attached hereto is a proposed adoption agreement. We propose that Frontier sign the attached adoption agreement and return it to us for signature by HTC and filing with the Commission. We have not attached a copy of the referenced TWCIS ICA, as it is already on file with the Commission and was attached to Frontier's filing.

Very truly yours,

McNAIR LAW FIRM, P.A



Margaret M. Fox

MMF:rwm
Enclosure

cc: Steven W. Hamm, Esquire
Jo Anne Wessinger Hill, Esquire
Mike Hagg, HTC
Bill Rabon, HTC
Stan Pace, Frontier
Afton R. Ellison, Frontier
Nanette S. Edwards, Esquire, ORS

**Horry Telephone Cooperative, Inc. and
Frontier Communications of America, Inc.
Interconnection Agreement**

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Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

Horry Telephone Cooperative, Inc.

And

Frontier Communications of America, Inc.

Adoption of

**The Time Warner Information Services, (South Carolina) LLC and
Horry Telephone Cooperative, Inc.
Interconnection Agreement Dated March 1, 2011**

AGREEMENT

This Agreement, which shall become effective on the date of the last signature of both Parties ("Effective Date"), is entered into by and between Frontier Communications of America, Inc. ("Frontier Communications"), a Delaware corporation, and Horry Telephone Cooperative, Inc. ("Horry"), a South Carolina corporation.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996;
and

WHEREAS, Frontier Communications has requested that Horry make available the interconnection agreement in its entirety executed between Horry and Time Warner Cable Information Services (South Carolina) LLC ("TWCIS") dated March 1, 2011 for the State of South Carolina (the "TWCIS Interconnection Agreement").

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Frontier Communications and Horry hereby agree as follows:

1. Frontier Communications and Horry shall adopt in its entirety the TWCIS Interconnection Agreement dated March 1, 2011. The TWCIS Interconnection Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement consists of the following:

ITEM	NO. PAGES
Adoption Agreement Cover Sheet	1
Adoption Agreement Title Page	1
Adoption Agreement	3
Exhibit 1 Cover Page	1
TWCIS Interconnection Agreement	53
Total	59

2. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the TWCIS Interconnection Agreement. For the purposes of determining the notice requirements for termination, the expiration date of the initial term shall be March 1, 2013.
3. Frontier Communications shall accept and incorporate any amendments to the TWCIS Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

as provided for in Section 28 of the TWCIS Interconnection Agreement.

4. In entering into this Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Agreement (including intervening law rights asserted by either Party via written notice as to the agreement being adopted), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

Horry Telephone Cooperative, Inc.
Director of Industry Affairs
PO Box 1820
3480 Hwy 701 North
Conway, SC 29528

and

Frontier Communications of America, Inc.
9260 East Stockton Boulevard
Elk Grove, California 95624

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

Frontier Communications of America, Inc.

Horry Telephone Cooperative, Inc.

By: _____

By: _____

Name: _____

Name: Bill Rabon

Title: _____

Title: Industry Affairs Director

Date: _____

Date: _____

Agreement Between
Horry Telephone Cooperative, Inc.
and Frontier Communications of America, Inc.

EXHIBIT 1

**Frontier Communications of America, Inc.
Adoption of
Agreement between
Time Warner Cable Information Services (South Carolina) LLC
and Horry Telephone Cooperative, Inc.**

BEFORE
THE PUBLIC SERVICE COMMISSION
OF
SOUTH CAROLINA

Docket No. 2012-266-C

IN RE:

Interconnection Agreement between Frontier)
Communications of America, Inc. and Horry Telephone)
Cooperative, Inc. Adopted Pursuant to Section 252(i) of)
the Telecommunications Act of 1966)
_____)

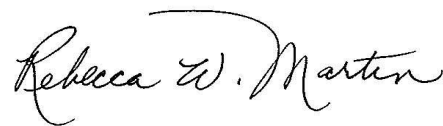
**CERTIFICATE
OF SERVICE**

I, Rebecca W. Martin, do hereby certify that I have this date served one (1) copy of the attached Letter on behalf of Horry Telephone Cooperative, Inc. upon the following parties causing said copies to be deposited with the United States Postal Service, first class postage prepaid and properly affixed thereto, and addressed as follows:

Steven W. Hamm, Esquire
Richardson Plowden and Robinson, P. A.
Post Office Drawer 7788
Columbia, South Carolina 29202

C. Jo Anne Wessinger Hill, Esquire
Richardson Plowden and Robinson, P. A.
Post Office Drawer 7788
Columbia, South Carolina 29202

Nanette S. Edwards, Esquire
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201



Rebecca W. Martin, Legal Assistant
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Post Office Box 11390
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(803) 799-9800

July 9, 2012

Columbia, South Carolina